

COORDINATION AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND
VPSI, INC.
REGARDING VAN POOL SERVICES
RFP 12-0205

THIS COORDINATION AGREEMENT (hereinafter, "Contract") is entered into between Lake County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "Coordinator", and VPSI, Inc., a foreign corporation authorized to do business in the State of Florida, hereinafter referred to as the "Operator". The terms and conditions of this Contract are effective upon execution by all parties and will continue through September 30, 2013, unless otherwise renewed as provided hereunder.

WHEREAS, the Coordinator desires , to coordinate the provision of transportation services for van pool users; and

WHEREAS, the Operator provides transportation services and desires to coordinate such services with the Coordinator in order to apply for federal and state grant funds; and

WHEREAS, the Coordinator believes it to be in the public interest to provide such transportation services through the Operator for the residents of the service area who are clients of the Operator; and

WHEREAS, the County did publicly submit a Request for Proposals (RFP), #12-0205, and the Operator desires to perform the requested services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

Section 1. Obligations of the Operator.

- A. Provide services and vehicles to the Operator's clients, and contract directly with Operator's clients to provide the services at the prices specified in **Exhibit A**, attached hereto and incorporated herein by reference.
- B. Operator shall provide flyers, brochures or other information to the Coordinator for dissemination at localities at the Coordinator's choosing; provided, however, that Operator agrees that Coordinator shall not be required to recommend Operator over any other transportation service available. **Operator acknowledges and agrees that**

Coordinator shall not be required to actively market Operator's service. Operator is solely responsible for marketing and securing clients through their own efforts and working with the Florida Department of Transportation (FDOT) ReThink Program.

- C. Operator shall coordinate with Rethink for the Guaranteed Ride Home for clients in the event of an emergency.
- D. Indemnification of the Coordinator:
1. The Operator shall hold the Lake County Board of County Commissioners, and its commissioners, employees and officers harmless and indemnify and defend the Board and its commissioners, employees and officers from and against any and all liability for any property damage or injury to person or property that may result from the negligence of Operator in performing its duties hereunder.
 2. Operator's obligation to indemnify, defend, and pay for the defense or at the Coordinator's option, to participate and associate with the Coordinator in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Coordinator's notice of claim for indemnification to the Operator. Operator's inability to evaluate liability or its evaluation of liability shall not excuse the Operator's duty to defend and indemnify within seven days after such notice by the Coordinator is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Coordinator solely negligent shall excuse performance of this provision by the Operator. Operator shall pay all costs and fees related to this obligation and its enforcement by the Coordinator. The Coordinator's failure to notify Operator of a claim shall not release Operator of the above duty to defend.
 3. All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof shall be resolved in the County or Circuit Court for Lake County, Florida, and all parties hereto specifically waive any "venue privilege" they may have in any other jurisdiction.
- E. In performing this Contract, the Operator shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Operator shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Contract, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in subcontracts relating to the performance of this Contract, except subcontracts for standard commercial supplies or raw materials. The Operator shall post,

in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

Section 2. Obligations of the Coordinator.

- A. Recognize the Operator as providing van pool services within the boundaries of Lake County.
- B. Disseminate information as provided by the Operator regarding the van pool services to interested employees, employers and citizens; provided, however, that Coordinator shall not be required to actively market Operator van pool service. Coordinator shall not guarantee any level of employee, employers or citizen participation in Operator's services.

Section 3. Miscellaneous Provisions.

- A. Nothing in the Contract shall require the Coordinator to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any provision of the Contract is found by a court of law to violate any applicable state law, the purchasing entity will at once notify the Coordinator in writing in order that appropriate changes and modification may be made by the Coordinator and the Operator to the end that the Operator may proceed as soon as possible with the provision of transportation services.
- B. If any part or provision of this Contract is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.
- C. Termination Conditions:
 - 1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) days written notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 - 2. Upon receipt of a notice to terminate this Contract for any reason, the Operator shall prepare all final reports and documents required by the terms of this Contract and provide them to the Coordinator within thirty (30) days of the date of termination.
- D. Renegotiations or Modifications of this Contract shall only be valid when they have been reduced to writing, duly approved by the Coordinator, and signed by both parties hereto.

- E. Operator shall assign no portion of this Contract without the prior written consent of the Coordinator.
- F. This Contract embodies the entire agreement between the parties. It may not be modified or terminated except as provided for herein.
- G. Notice and Contact:

The name and address of the contract manager for the Coordinator for this Contract is:

County Manager	cc: Dottie Keedy, Director
Lake Co. Board of Co. Commissioners	Dept. of Community Services
P.O. Box 7800	P.O. Box 7800
Tavares, Florida 32778-7800	Tavares, Florida 32778-7800
	(T) 352-742-6501

The representative/position of the Operator responsible for administration of the program under this contract is:

VPSI, Inc.
Steven R. Wright, VP, Field Ops.
1220 Rankin Drive
Troy, Michigan 48083

In the event that either party designates different representatives after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Contract.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the respective dates under each signature: COORDINATOR, Lake County, Florida, through its Board of County Commissioners, signing by and through its Chair, authorized to execute same by Board Action on the 11th day of February, 2012 and OPERATOR, VPSI, Inc., through its representative duly authorized to execute same.

OPERATOR



Signature

Steven R. Wright

Printed Name

Vice President, Field Operations

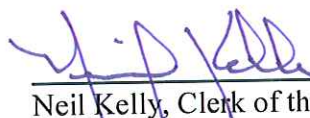
Title

This 17th day of August, 2012

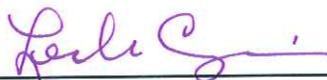
COORDINATOR

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

ATTEST:



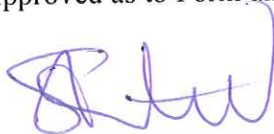
Neil Kelly, Clerk of the
Board of County Commissioners
Lake County, Florida



Leslie Campione, Chairman

This 12th day of September, 2012

Approved as to Form and Legality:



Sanford A. Minkoff
County Attorney

EXHIBIT A: SCOPE OF SERVICES/PRICING

VAN POOL SERVICES

Through this Request for Proposal, one or more qualified vanpool company(ies) (hereafter referred to as "vendor") will be selected to provide a comprehensive vanpool program to the residents of Lake County desiring to be part of a commuter assistance program for employment purposes. It is the County's intent that this program will be provided on the basis of all fees or costs to be borne by van pool participants without any direct costs to be borne by the County.

The County is composed of 1,157 square miles, with 953 square miles of land area and 204 square miles of water area and 1400 lakes. According to the United States Census Bureau, the population of Lake County in 2006 was in excess of 280,000 people.

Services to the vanpool program include provision of all required vehicles, fleet maintenance and management, accident management, driver support, education and outreach to commuters, facilitation of the formation of new vanpool groups in coordination with ReThink, registration of all vanpool participants in guaranteed ride home in coordination with ReThink and data collection for the National Database Reporting required by the County to be reported to the Federal Transit Administration.

In the recent past, Central Florida Regional Transportation Authority (LYNX) operated a vanpool program in Lake County. LYNX vanpool program includes over 114 vanpool participants traveling in 15 vans. All of the current vanpool participants are federal employees. The vanpool must be open to non-federal employees as well. The County would like to see the vanpool program expanded to cover individuals commuting to major employers in the area as well as for other governmental employees.

Fourteen (14) of the current vanpools are traveling to Coleman Federal Correction Institution in Sumter County. One van pool is going to the United States Department of Agriculture in Davenport in Hernando County. The vehicles average about 70 miles round trip and average 2100 monthly commuter miles per month.

Lake County may provide a financial subsidy to the vanpool groups to partially offset vanpool costs consistent with FTA circular 9030.1D, however such a decision has yet to be made by the Lake County Board of County Commissioners.

1. Current Van Pool Program Support

The following chart shows the van pool program previously supported by Lynx and now intended to be provided by the vendor(s) selected under this Request for Proposal.

#	Van #	Year	Seating	Origin	Destination
1	25562	2006	10	9135 Pine Island Clermont	Coleman Federal Prison

2	25563	2006	10	433 Buestra Place, Groveland	Coleman Federal Prison
3	25565	2006	10	Publix, Hwy 27 Clermont	Coleman Federal Prison
4	25573	2006	12	2815 David Stewart, Lady Lake	Coleman Federal Prison
5	25576	2006	12	Publix, Hwy 27 Clermont	Coleman Federal Prison
6	26291	2006	10	Lake Square Mall	Coleman Federal Prison
7	26295	2006	12	37011 Slice Lane, Grand Island	Coleman Federal Prison
8	27756	2007	12	Belks Parking Lot, Clermont	Coleman Federal Prison
9	27761	2007	10	Sweet Bay Supermarket, Clermont	Coleman Federal Prison
10	27763	2007	10	Lowes, Mount Dora	Coleman Federal Prison
11	28242	2007	10	Publix Parking Lot, Clermont	Coleman Federal Prison
12	28245	2007	10	13229 CR 44, Grand Island	Coleman Federal Prison
13	30119	2009	12	4015 Greystone Dr., Clermont	Coleman Federal Prison
14	30133	2009	8	Winn Dixie, Tavares	USDA, Davenport
15	33111	2011	7	Park & Ride, Clermont	Coleman Federal Prison

2. SCOPE OF SERVICES

Lake County is soliciting proposals for the provision of a Commuter Vanpool Program. The scope of services to be provided by the selected vendor(s) include vehicle acquisition, fleet maintenance and management, accident management, driver support as specified herein (but not to include provision of actual drivers), education and outreach to commuters, facilitation of the formation of new vanpool groups in coordination with ReThink, registration of all vanpool participants in guaranteed ride home in coordination with ReThink, and data collection for the National Database Reporting required by the Federal Transit Administration. Fuel is to be provided by program participants. The Contractor is required to provide overall management of all (or the vendor's specific portion of) the Lake County Vanpool Program using vendor-owned vehicles. Management responsibilities of the contractor include but are not limited to:

- a. Provision of a vehicle maintenance program, both preventative and corrective, pursuant to manufacturer's recommendations, or at a maximum not more than every 6,000 miles.
- b. Provision and delivery of vans to new groups, and retrieval of vans from vanpool terminations.

- c. Provision of a lease agreement with a 30-day termination provision.
- d. Invoice clients on a monthly basis according to the established price schedule.
- e. Provision of a Project Manager as described in paragraph 16 of this scope of work.
- f. Provide an insurance program for all commuter vanpool vehicles.
- g. Hold Lake County Board of County Commissioners and its employees harmless from all claims that may arise from the operation of the vanpool program.
- h. Approve drivers according to Contractor's driver approval standards and procedures upon County acceptance of those standards and procedures.
- i. Offer driver safety training as specified within this scope of work.
- j. Marketing of the van pool program in conjunction with ReThink.
- k. Provide the required information to the County for the NTD Reporting.

3. Preventative and Corrective Maintenance

The vendor's Preventative Maintenance program shall be designed to comply with the original equipment manufacturers (OEM) specifications, warranties and recommendations. The fleet maintenance plan must be appropriate for the type of vehicle, age of vehicle, miles on the vehicle and recommendations by the manufacturer. The County may review the proposed maintenance program on an annual basis. The vendor will provide the County with monthly maintenance reports. The vendor shall be fully responsible for the safe and efficient maintenance of all vehicles and associated equipment.

County-Owned Vehicles: Provision and utilization of such vehicles within this program is not currently anticipated. Nevertheless, vendors are advised that any such vehicle provided to the vendor under the program will be maintained by the vendor, with the County reserving the right to evaluate any projected repairs to such a vehicle using a business method that best ensures the safety and integrity of the vehicle. Any repairs to a County-owned vehicle not covered in the "new" vehicle warranties will be the vendor's responsibility to repair. Any intended repair in excess of \$500 to a County-owned vehicle that has over 100,000 miles will require prior approval by the County. The vendor shall also contact the County regarding any vehicle with over 100,000 miles that exceeds a cumulative repair amount of \$2,000. The County agrees to work with the vendor and review any unusual maintenance cost associated with County-owned vehicles. All such vehicles will meet all Federal Motor Vehicle Safety Standards in place at the time of manufacture.

4. Driver Selection

Van pool drivers will be participants within the van pool (ie; not employees of the van pool vendor) who have volunteered to provide the driving services required to support the van pool operation. There shall be at least one primary and one secondary driver for each individual van pool group. The van pool vendor will be responsible for approving all new drivers to the

program, will conduct an annual review of MVR driving records for all registered vanpool drivers, and will provide the County with an initial and updated list of all approved drivers for each of the vanpools.

5. Monthly Fares

The initial monthly fare for any given van pool group will be set by the vendor with the prior approval of the County based on the values initially proposed by the vendor, and will be calculated separately for each type of van based on the monthly commuting mileage. The County will be given at least a sixty (60) calendar day advance notice, and associated justification, of any subsequent intended rate increase. The vendor may assume County acceptance of that increase absent any written objection or other such notice by the County within thirty (30) calendar days from County receipt of such notice from the vendor. Clients will be provided with a minimum of a 30 calendar day advance written notice of a change in fare. The vendor will invoice clients on a monthly basis. The County will not be responsible for bad debt incurred by the vendor for the program.

6. General Type, Use, and Condition of Vehicle

At a minimum the vendor will provide a combination of new or used passenger vans sized as noted in the pricing section of this RFP. The life cycle of all vehicles purchased will be for 100,000 revenue miles. Revenue miles would not be equivalent to vehicle miles from the odometer reading. Revenue miles are met when the vehicle has traveled 100,000 miles commuting to and from destinations excluding any personal use. However, the maximum vehicle life may, with prior County approval, be extended up to 150,000 odometer miles to meet the revenue mile requirement. The vendor and the County must agree on the suitability of a vehicle for use in the program and for safety purposes will make every effort to replace any vehicle that is five model years old. Any new vehicle purchases to add to the fleet will include extended warranties.

County will have the right to inspect all vehicles including new vehicles which have been modified or converted prior to the modified or converted vehicles being introduced into the program. County will have the right to request changes to or reject modified vehicles that do not meet FMVSS or have significant safety and/or quality concerns.

7. Program Marketing

The vendor will work with ReThink for program marketing to participating organizations and prospective customers as well as collaborating with Commuter Services organizations.

8. Customer Service

The vendor will take primary responsibility for providing customer service and support including communicating program procedures, assisting customers with vehicle maintenance, responding to accident and incident claims, and communicating with current program clients. Lake County must authorize in advance any correspondence between the vendor and vanpool participants that substantially changes the terms and conditions of the program.

9. Reporting Procedure

Throughout the term of the contract, the vendor will be required to provide Lake County with monthly preventative and corrective maintenance reports, a monthly back-up van log including back-up van mileage, and NTD data as described below. Accident reports and insurance claim reports will be provided to Lake County within 48 (forty-eight) hours of receipt.

10. National Transit Database (NTD) Reporting Requirements

The vendor will be responsible for collecting data, maintaining records and providing various reports to the County. The vendor will collect, report to the County and maintain the following information about participating vanpool groups: financial, operating, and safety and security and any other information required by FTA for the County to meet NTD reporting requirements.

The County must report certain data to the Federal Transit Administration's (FTA's) National Transit Database (NTD) to qualify for FTA funding. The vendor must ensure that all data collected and all data reports provided to the County is accurate and sufficient to satisfy the accuracy and level of detail required of the County' monthly and the annual NTD reports. The vendor will collect NTD data in accordance with generally accepted procedures and submit a monthly report to the County by the 15th of each month. The vendor will also supply all available information requested by Lake County for its annual report to the Federal Transit Administration. The vendor will also assist the County staff as needed in addressing questions and issues by the NTD staff on the County' monthly and annual NTD reports, and fully cooperate with any County-authorized entity that is auditing the County' NTD monthly and annual reports and data collection procedures. This responsibility will continue until the annual NTD report containing the final contract year's data is accepted by the Federal Transit Administration.

Proposals should demonstrate past experience by the proposing firm in collecting data for other public agencies. **A copy of the data collection and quality assurance procedures should be included in the proposal.** Any fees associated with performing this data collection service shall be included within the pricing stated by the vendor in the completed RFP Section 4 pricing section provided with the vendor's initial response.

The vendor will collect and submit to the County at a minimum the following data items on an ongoing monthly basis:

- a. Passenger trip and passenger mile data.
- b. The number of vans being used by the vendor to support the program, fare revenue, mileage, fuel charges, and fuel consumption.
- c. A report including maintenance cost, repair cost, accident/vehicle damage data and vehicle breakdowns.
- d. A list of all vehicles in service, including model, make, year, license plate numbers, mileage reading, and vehicle number.

- e. Any additional information required by the County to complete the NTD Van Pool Module.

The following information will be provided on an annual basis:

- a. A report on all accidents and vehicle damage.
- b. Number of vehicle breakdowns.
- c. Total miles on active vehicles, average lifetime miles per active vehicle.
- d. Gallons of gasoline consumed by individual vehicle and average per active vehicle, and maintenance cost.

The following information will be provided within 48 hours of any occurrence:

- a. Any accident involving a fatality to any party
- b. Any incident involving the theft of a van pool vehicle

11. Replacement Vehicles

While it is assumed that a thorough preventative maintenance program will eliminate most vehicles down time and road calls there will be certain emergency situations where passengers will not have use of the vehicle for the commute. The vendor shall take reasonable action to arrange for the immediate repair of the vehicle and/or replace the vehicle with a comparable back-up vehicle. When possible, the vendor will provide the back-up/replacement service within a thirty (30) minute to ninety (90) minute window.

12. Termination by Participants

Vanpool participants are requested to provide thirty (30) calendar days written notice of their intent to terminate their agreement to the vendor. The vendor will notify the County of any such termination notice within 48 hours of receipt.

13. Out of Service Vehicles

The vendor will be responsible for preparing new vehicles for delivery including, but not limited to, cleaning, fueling, numbering and inspecting to ensure each vehicle has the proper license, registration, and owner's manual. The vendor will do the same for vehicles returned from service and will perform any maintenance or repairs that are necessary so that the vehicle can promptly be placed back in revenue service. Loaner vehicles shall be provided by the vendor to the degree required to ensure either no, or only the most minimal, disruption in service regardless of cause. The vendor must provide support staff, or other appropriate assistance, to assist with vehicle deliveries, routine and emergency loaner vehicle delivery and to assist with transporting vehicles to and from service and repair appointments.

14. Contracts/Agreements

The vendor's agreements and forms shall be made available to the County upon request and shall be readily available in both electronic and paper formats for program clients to facilitate the smooth operation and continuation of the program.

15. Fleet Identification

The vendor must ensure that all vehicles in the fleet have markings identifying the vehicle are part of Lake County Van Pool Program. The fleet identification shall be on both sides and on the rear of the vehicles. **Vendor is requested to provide a copy of their proposed vehicle signage to meet this requirement with their initial proposal.**

16. Contractor Project Manager

The vendor shall have a project manager that can respond (either by physical visit to the responsible County office or telephonically as required) within one hour to an issue associated with performance on the program. The project manager should have demonstrated experience and competence in fleet management. Marketing experience is desired but not required. A local office is preferred but not required.

17. Qualifications for Award

To be considered for award, the proposing entity must be a person, firm or corporation that:

A. Can demonstrate that it has successfully provided similar services on a multi-year contract basis and must provide a verifiable list of at least four (4) clients provided the same or similar services, at least two (2) of which must be current clients.

B. Have adequate local facilities, equipment, fleet resources and personnel to assure delivery of all materials and services within the time specified under contract.

C. Demonstrate significant relationships developing business in the proposal region.

D. The vendor is requested to provide the following information with their initial proposal:

1. A history and overview of your firm to include number and location of offices in Florida, the total number of customers, and the average fleet size.

2. The legal name of your company, if doing business under some name other than that by which the company is commonly recognized.

3. If the company is owned or controlled by a parent organization, bidders are requested to provide the name of that organization, its address and the name and title of the person responsible for your business unit.

4. Provide three current contacts with telephone numbers and addresses from clients or references relating to the elements listed in Scope of Work which best reflect the fleet management

requirements. If using a sub-contractor for any services, the prime shall be responsible for providing the information stated in paragraph 3 above with at least one reference requirement for any proposed sub-contractor(s).

5. A description of the firm's / or group's experience and a description of the experience and training of all key individuals associated with the project. Proposals should detail all firm and individual experience relevant to the types of service described in this RFP.
6. An organizational chart with job descriptions of key individuals assigned to the project. Job descriptions should be specific to the project. Information should include the geographical location of management and supporting staff.
7. Identify the unique strengths of your company and how they can provide the best fleet vehicle services for the County. Specifically, identify any activities in the last three years, not related to contract vanpool program which you have successfully developed. Identify the amount of time and resources you have allocated to the development of employer relationships in the last three years.
8. Confirm whether or not any entity has elected to terminate van pool services in whole or in part with your firm in the last two years. If so, provide detail regarding the reasons stated for such action. The detail provided should clearly identify the names and contact information for the entity involved.
9. Describe how your company performs quarterly, semi or annual fleet reviews with your clients and the process of how these reviews are conducted.
10. Describe in detail all charges, administrative fees, processing fees, mark-ups, etc. in a "fee schedule". This should include, as examples, subrogation fees, accident report fees, etc.
11. Describe the mediation procedure for a customer complaint about one of your employees or vendors.
12. Identify how many of your clients use each of the following services:
 - a. Preventative Maintenance
 - b. Vehicle Maintenance Assistance
 - c. Emergency Roadside Assistance
 - d. Accident Management/Subrogation Service
 - e. Fuel Service (if applicable)

The County reserves the right to make such investigations as it may deem necessary to establish the competency and financial ability of any vendor to perform the work. If, after the investigation, the evidence of competency and financial ability is not satisfactory, the County reserves the right to reject the offer.

18. VANPOOL VEHICLE ACQUISITION

The vendor will be responsible for providing vanpool vehicles to the Lake County vanpool program groups. Following identification of a prospective vanpool group, the vanpool driver and passengers will select a van based on ridership, price, and van model availability.

The vendor shall provide, as needed, accessible vans that are compliant with ADA regulations to accommodate the request made by persons qualified under ADA. Accessible vehicles, including lift-equipped, shall have the appropriate capacity for the vanpool group. Any modifications made to the van must conform to ADA regulations.

All vehicles purchased or utilized by the vendor shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) in place at the time of manufacture, and be at a minimum specifically equipped as follows:

- Automatic transmission
- Power steering, power windows, and power locks
- Front and rear air conditioning/heating
- Driver and passenger air bags
- All seats with functioning seat belts
- Color is manufacturer's white

The vendor will retain ownership of the vehicles, assume full risk for any deficiency between the vehicle selling price and residual values as well as full responsibility for the vehicles at the termination of any lease agreement or amortization schedules.

Van Procurement - The vendor will lease or otherwise provide vehicles to the vanpool groups based on the needs of the vanpool group.

A description of the vehicle models proposed by the vendor, to include their proposed replacement cycle must be described in the proposal. The vendor will be required to provide the County with updated vehicle information each time a vehicle is changed.

The vendor will have the capacity to provide passenger vans configured as noted in the pricing section of this RFP.

Once the vanpool group has been formed, the vendor shall deliver a van to the primary driver with the necessary capacity required for the number of the vanpool members within a 30 calendar day period.

The vendor will ensure the vanpool vehicles are customized for commuting purposes, while adhering to all applicable state and federal regulations.

19. Fleet Maintenance and Management

The vendor is required to provide fleet maintenance and management for all vehicles provided to the County' vanpool groups as described below:

Preventive Maintenance – The vendor will be responsible for developing a preventive maintenance schedule for all vehicles in the vanpool program. In the proposal, thoroughly outline how this preventive maintenance program will be achieved.

Unscheduled maintenance must be coordinated by the vanpool group with the vendor, as needed. Include a copy of the vehicle preventive maintenance procedures that will be used.

Vehicle Repair – The vendor will be responsible for developing and implementing vehicle repair procedures. The vendor will ensure that all vehicle repairs are accomplished in a timely manner. Please include a copy of your vehicle repair procedures in your proposal.

Licensing and Title – The vendor shall ensure all vanpool vehicles are inspected, licensed, and registered in accordance with applicable federal, state, and local laws. In the proposal, please state your policy for obtaining and renewing the licensing and titles for the vehicles in service with the vanpool program.

Fleet Insurance - During the term of this contract, the vendor must purchase and maintain fleet insurance of the vanpool vehicles. Insurance must meet all required State of Florida requirements and any FTA insurance requirements. Please outline in your proposal your insurance coverage. The selected Contractor will be responsible for all insurance premiums and deductibles and hold the County harmless for all claims that may arise. The vendor may use self-insurance to satisfy the requirements of this section. Documentation that all required insurance coverage is in place will be required from the vendor before contract execution and notice to proceed.

Back-up Services - Please describe in detail within your initial proposal what services are provided to the vanpool groups in regards to the following:

- **Loaner Vans** - The vendor must provide loaner vans for the vanpool program. The loaner vans must have an equal number of seats to the largest active vehicle in the fleet in order to accommodate any group which may need to use them. The vendor must state the ratio of spare to operational vehicles that is intended to support this requirement.
- **Emergency Assistance** - The vendor shall provide 24-hour roadside assistance for all vanpool groups. Please describe how your firm handles vanpool vehicle break downs, and roadside services.
- **Accident Services** – Describe their capabilities regarding accident repair in regards to how you handle towing arrangements, third party claims, physical damage repairs, accident activity reports etc.

20. Driver Support, Leasing, and Invoicing Services

Leasing Requirements and Agreements – The vendor must develop the lease or other vehicle provision agreement, and driver agreements, in support of the vanpool program. **The proposal must include a copy of the lease (or other vehicle provision process) requirements, sample**

lease agreement, and approval process. The vendor must approve all qualified individuals who will sign the lease for the vanpool vehicle.

Drivers' Requirements – The vendor must approve all qualified individuals who volunteer to drive vehicles in Vanpool Program. Eligibility criteria must include verification of a valid driver's license and a motor vehicle record check confirming a safe driving record. Please include in your proposal the specifics of your qualifying criteria and describe your screening process.

Drivers' Orientation – The vendor will conduct a drivers' orientation session for all primary and back-up drivers when they deliver the new van. The proposal must include a copy of the training materials for the orientation sessions. The proposal must also describe the firm's experience in providing these services for other clients.

Driver Training – The vendor will provide a formal driver safety training session every two years. The vendor will invite all approved vanpool drivers to attend, but will not require them to attend. In the proposal provide examples of driver training sessions that have been conducted for other clients, how driver safety was encouraged and include examples of safety training materials used in those sessions.

Commuter Vanpool Operating Materials – The vendor must provide operating materials for drivers and passengers that ensure a clear understanding of the proper operation of the vehicle, safety procedures, and how to access emergency support. In the proposal, include a copy of the materials that will be provided to the drivers and passengers.

21. Availability of Supplemental Funding by Federal, State, or Other Entities

At the current time, no such funding is available to support the Van Pool Program. Vendors are advised that in the event such funding becomes available, those funds may be used to support vehicle purchase or to assist participants in the payment of monthly fees. Funds used to support vehicle purchase will be cause to set or amend the monthly fee schedule for the impacted van pool using the pricing structure set forth in the pricing section of this RFP. Funds used to assist participants in the payment of the monthly fee will be treated as if payment was received in full by the participant without change in the monthly fee whether the assistance value is provided directly to the participant(s) or directly to the vendor. Potential sources of such third-party funding include, but are not limited to, the NTD, FTA, or the County itself.

PRICING SECTION – REVISED PRICING PAGE 30 PER ADDENDA

Provide estimated monthly pricing for provision of the services stated in the scope of work for operating a van of the stated size:

	Van provided by vendor **	Van Provided by County*
7 passenger @1500 miles/mo:	\$ 939 month	\$ 528 month
500 mile increment:	\$ 25 month	\$ 25 month
8 passenger @1500 miles/mo:	\$ 930 month	\$ 530 month
500 mile increment:	\$ 25 month	\$ 25 month
11 passenger @ 1500 miles/mo:	\$ 984 month	\$ 530 month
500 mile increment:	\$ 25 month	\$ 25 month
15 passenger @1500 miles/mo:	\$ 972 month	\$ 567 month
500 mile increment:	\$ 25 month	\$ 25 month

* Requested for information only. At this time the County does not envision provision of vehicles by the County.

** - Price does not include gasoline, parking, tolls, or sales tax.

Vendor shall identify and describe the service facility located in Lake County that will be used to support vehicle maintenance and availability: (see provision 1.27):

Address of facility 1314 West Main Street, Leesburg, FL 34748

Type of facility:

Pep Boys Auto - Maintenance and Repairs

Other service facilities located in Lake County will be used.

Status of facility (vendor owned or leased, subcontracted for service):

Facility is independently owned and operated.

By Signing this Proposal the Proposer Attests and Certifies that:

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

Certification Regarding Acceptance of County Electronic Payable Process

Vendor will accept payment using the County's VISA-based electronic payment system: ☒ Yes ☐ No

Purchasing Agreements with Other Government Agencies

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State.